

(06/28/93)

DEED OF LEASE

BETWEEN RESTON PROPERTY INVESTORS LIMITED PARTNERSHIP

AND

RESTON ICE FORUM L.P.

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DEED OF LEASE

THIS DEED OF LEASE (the "Lease") is made as of the 22nd ^{July} day of ~~June~~, 1993 (the "Lease Date"), by and between RESTON PROPERTY INVESTORS LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to as "Landlord") and RESTON ICE FORUM L.P., a Virginia limited partnership organized and existing under the law of the Commonwealth of Virginia, d/b/a Reston Ice Forum (hereinafter referred to as "Lessee").

RECITALS:

Landlord is the owner of certain premises located at 1800 Michael Faraday Court, Reston, Virginia 22090, containing approximately 4.7595 acres of land and any and all improvements thereon, together with all easements and appurtenances thereto by a Deed recorded in Deed Book 6364 at Page 1425 among the land records of Fairfax County, Virginia more particularly described on Exhibit A-1 ("Property").

The parties therefore desire and intend to enter a Lease Agreement defining all rights, duties, and liabilities of the parties hereto.

Now, therefore, in consideration of the mutual covenants contained herein, and the above premises and other good and valuable consideration, the parties mutually agree as follows:

1. Demised Premises.

(a) Landlord demises unto Lessee and Lessee leases from Landlord, for the term and upon the terms and conditions set forth in this Lease 67,427 rentable square feet (the "Rentable Square Feet") of space in the Reston Ice Forum (formerly known as the Reston Athletic Club Building) at 1800 Michael Faraday Court, Reston, Virginia, 22090 in Fairfax County, Virginia ("Demised Premises"). Any future interior additions to the building shall not constitute an increase in the Rentable Square Footage. The Demised Premises consists of the entire Reston Ice Forum Building and exterior grounds more particularly shown and described on Exhibit A-2.

(b) The "Demised Premises" also includes the exclusive use of all parking spaces anywhere on the parking lot for the Demised Premises, equaling one hundred twenty (120) parking spaces which number conforms to the Phase I Parking Summary of the Special Permit Application affecting the Property and the Demised Premises submitted to Fairfax County on May 22, 1992. The additional 120 parking spaces which may be added pursuant to the Special Permit in order to increase the occupancy of the premises to 603 patrons may be added by Lessee at any time, at Lessee's expense. In the event that Lessee does not wish to pay for the addition to the parking in one lump sum, Landlord may cover the cost of the expense and which will then be amortized by Lessee over the remaining term of the lease.

2. Use.

(a) The Demised Premises shall be used for ice skating and other recreational uses, office (for the purpose of Lessee conducting its business and/or holding meetings), ancillary retail sales of skating and hockey equipment (Pro Shop), concessions, and any other lawful purpose with the prior consent of Landlord, such consent not to be unreasonably withheld, and for no other purposes.

(b) Lessee shall not use or occupy, or permit or suffer the Demised Premises, or the Property or any part thereof to be used or occupied, (i) for any unlawful or illegal business, use or purpose, (ii) for any business purpose...

which is extra hazardous unless insurance (satisfactory to Landlord) covering any such hazard is provided for the benefit of Landlord and Lessee, (iii) in any such manner to create or maintain a nuisance, including without limitation loud noises, offensive odors and smoke, and the collection of garbage, trash or litter, or (iv) for any purpose or in any way in violation of any certificate of occupancy, or of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations.

(c) Lessee certifies that it has never nor shall it in the future generate, use, or store any Hazardous Materials in or about the Demised Premises without first obtaining a Hazardous Use Permit. Hazardous Materials shall mean (i) "hazardous wastes" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (ii) "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1970, as amended from time to time, (iii) "toxic substances" as defined by the Toxic Substances Contract Act, amended from time to time, (iv) "hazardous materials" as defined by the Hazardous Materials Transportation, (v) oil or other petroleum products which fall within the definitions of hazardous wastes or hazardous or toxic substances herein, and (vi) any substances whose presence is determined pursuant to Federal, state or local law to be detrimental to the Demised Premises or hazardous to health or the environment. Notwithstanding the foregoing, Landlord recognizes and acknowledges that Lessee or its agents may use and store within the Demised Premises reasonable quantities of customary office and cleaning, ice skating rink and recreational supplies; provided such items are stored, used and disposed of in accordance with applicable federal, state or local law. For purposes of this lease, Landlord acknowledges that Lessee will utilize R-22 refrigerant or other material commonly used in the operation of air conditioning or ice making equipment and such use shall not constitute a failure to comply with this section 2c, provided such materials are stored, used and disposed of in accordance with applicable ~~federal~~ state and local laws.

(d) Lessee shall observe and comply with all conditions and requirements which relate solely to Lessee's use or occupancy of the Demised Premises and/or Property necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses as defined by the Fairfax County Zoning Ordinance), privileges, franchises and concessions which are now applicable to the Demised Premises or which have been granted to or contracted for by Landlord or Lessee in connection with any existing or presently contemplated use of the Demised Premises.

(e) Except in the case of Landlord's gross negligence or wilful misconduct, Lessee shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorneys' fees, arising out of, by reasons of, or on account of, any violation of or default in the covenants of this Paragraph 2.

3. Term: Option.

(a) The term of this Lease shall include the Initial Term, the Basic Term and the Option Term, if exercised. The Initial Term shall begin as of June 15, 1993 (the "Lease Commencement Date") and shall continue thereafter through December 1, 1993 (the "Rent Commencement Date"). The Basic Term shall mean the period starting on the Rent Commencement Date and ending on the tenth (10th) anniversary of said Rent Commencement Date.

(b) At the conclusion of the Basic Term of this Lease, Landlord hereby grants to Lessee the conditional right, exercisable at Lessee's option to renew the term of this Lease for two (2) successive terms of ten (10) years each. If

exercised, and if the conditions applicable thereto have been satisfied, the first such option term (the "First Option Term") shall commence immediately following the end of the Basic Term of the Lease as provided in Paragraph 3(a) above, and the second option term (the "Second Option Term") shall commence immediately following the end of the First Option Term (the First Option Term and Second Option Term shall be collectively referred to as the "Option Terms" or "Option Term"). The rights of renewal herein granted to Lessee shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

(1) Lessee shall exercise its right of renewal with respect to the First Option Term by giving Landlord written notice thereof no later than six (6) months prior to the expiration of the Basic Term of this Lease. Lessee shall exercise its right of renewal with respect to the Second Option Term by giving Landlord written notice thereof no later than six (6) months prior to the expiration of the First Option Term.

(2) During the Option Terms, all of the terms and conditions of this Lease shall remain in effect, except that at the commencement of the First Option, the Base Rent shall be escalated to 90% of market or \$5.25 per square foot, whichever is less, but in no event less than the previous year's rent. At the commencement of the Second Option, the Base Rent shall be escalated to \$7.75 per square foot. All costs and expenses shall remain as set forth herein.

(3) Landlord agrees to furnish Lessee with written notice no more than ninety (90) days and no fewer than thirty (30) days before the last day on which Lessee is permitted to exercise either Option Term hereunder, if Lessee has neither exercised such Option Term nor expressly disclaimed in writing an intention to exercise such Option Term. If Landlord is required to furnish a notice pursuant to the immediately preceding sentence and fails to furnish such notice by the date that is thirty (30) days before Lessee's right to exercise its Option Term is to lapse, then, Lessee's right shall not lapse until the date that is thirty (30) days after Landlord furnishes such written notice to Lessee.

(4) Neither Option Term may be exercised, or, if exercised already, implemented if an uncured material Event of Default by Tenant (as defined in Paragraph 28) exists and the time allowed to cure such default has elapsed. For this and all other provisions of the lease, any monetary default shall be deemed material.

(c) This Lease is contingent upon Lessee's receipt of (i) a Non-Disturbance and Attornment Agreement, attached herein as Exhibit C, executed by Landlord and Signet Bank within ten (10) days of the commencement of the Initial Term, and (ii) evidence satisfactory to Lessee that the mortgage between Landlord and Signet Bank has been extended through a date no sooner than December 31, 1994 on terms which are commercially reasonable to the Landlord, and (iii) a current title report on the Property evidencing that there are no liens, claims or encumbrances affecting the Demised Premises which might impair the rights of Lessee under this Lease. Items (ii) and (iii) above will be delivered to Lessee on or prior to ~~May 1, 1993~~ ^{December 31, 1993} or upon commencement of the construction, whichever occurs last. Lessee may terminate this Lease ~~without~~ liability if such conditions are not satisfied. Any termination by Lessee must be made by written notice to Landlord.

4. Rental/Base Rent and Additional Rent

(a) Except as provided in Paragraphs (b) and (c) below, Lessee covenants and agrees to pay to Landlord the annual rental which shall be calculated at the rate of \$3.5594 per Rentable Square Foot of the Demised Property (consisting of 67,427 of Rentable Square Feet) which equals Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) payable, in advance, in equal monthly installments of Twenty Thousand and 00/100 Dollars (\$20,000.00) per month (rounded